

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 44		3. EFFECTIVE DATE December 16, 2005		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY CODE PS22/MCE Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		7. ADMINISTERED BY (If other than Item 6) CODE PS22/MCE Procurement Office/PS22 George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802		(v)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
				10B. DATED (SEE ITEM 13) December 4, 2003	
Code 4U825		FACILITY CODE 128960			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52. 243-2 Changes Cost Reimbursement (AUG 1987) Alt I (APR 1984) and FAR 43.103(a)
	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,872,054	\$ 2,649,744	(\$ 63,710)	\$ 1,426,787	(\$ 42,295)	\$ 69,842,580	\$ 47,189,762
This Mod	21,015	1,079	-0-	581	-0-	22,675	-0-
New Total	\$ 65,893,069	\$ 2,650,823	(\$ 63,710)	\$ 1,427,368	(\$ 42,295)	\$ 69,865,255	\$ 47,189,762

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Original Signed by (Signature of Contracting Officer)	12/16/05

1. The purpose of this modification is to add the Payload Data Library (PDL) relocation effort to the IDIQ Performance Work Statement as Task Order 12 in accordance with Section B.7, Task Ordering Procedures, and to implement the negotiated equitable adjustment therefore.

2. A breakout of the negotiated cost and fee adjustments for performance of the PDL Relocation effort is shown below. Changes to existing values are depicted in italics:

	<u>Basic Period</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total</u>
Estimated Cost	\$ 21,015	\$ 8,603	\$ 8,826	\$ 38,444
Fee	<u>1,660</u>	<u>680</u>	<u>697</u>	<u>3,037</u>
Total	\$ 22,675	\$ 9,283	\$ 9,523	\$ 41,481

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 65,872,054	\$ 2,649,744	\$ 1,426,787	\$ 69,842,580
<i>This Mod</i>	<u>21,015</u>	<u>1,079</u>	<u>581</u>	<u>22,675</u>
New Amt	\$ 65,893,069	\$ 2,650,823	\$ 1,427,368	\$ 69,865,255

<u>Option 1</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 20,692,650	\$ 827,182	\$ 445,406	\$ 21,965,238
<i>This Mod</i>	<u>8,603</u>	<u>442</u>	<u>238</u>	<u>9,283</u>
New Amt	\$ 20,701,253	\$ 827,624	\$ 445,644	\$ 21,974,521

<u>Option 2</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 20,852,712	\$ 835,374	\$ 449,817	\$ 22,137,903
<i>This Mod</i>	<u>8,826</u>	<u>453</u>	<u>244</u>	<u>9,523</u>
New Amt	\$ 20,861,538	\$ 835,827	\$ 450,061	\$ 22,147,426

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>			<u>Maximum Incentive</u>		
		<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>	<u>Previous</u>	<u>This Mod</u>	<u>New Amt</u>
01/01/04-06/30/04	1	\$485,012	-0-	\$485,012	\$208,928	-0-	\$208,928
07/01/04-12/01/04	2	\$480,581	-0-	\$480,581	\$269,221	-0-	\$269,221
01/01/05-06/30/05	3	\$429,446	-0-	\$429,446	\$241,686	-0-	\$241,686
07/01/05-12/31/05	4	\$418,395	\$669	\$419,064	\$235,736	\$360	\$236,096
01/01/06-06/30/06	5	\$418,155	\$205	\$418,360	\$235,608	\$111	\$235,719
07/01/06-12/31/06	6	\$418,155	\$205	\$418,360	\$235,608	\$110	\$235,718
01/01/07-06/30/07	7	\$413,591	\$221	\$413,812	\$222,703	\$119	\$222,822
07/01/07-12/31/07	8	\$413,591	\$221	\$413,812	\$222,703	\$119	\$222,822
1/01/08-06/30/08	9	\$417,687	\$227	\$417,914	\$224,909	\$122	\$225,031
07/01/08-12/31/08	10	<u>\$417,687</u>	<u>\$227</u>	<u>\$417,914</u>	<u>\$224,908</u>	<u>\$122</u>	<u>\$225,031</u>
		\$4,312,300	\$1,974	\$4,314,274	\$2,322,010	\$1,063	\$2,323,074

3. To effect the foregoing, the contract is hereby changed in the following particulars:
Clause B.2, Estimated Cost, Award Fee and Performance Incentive Fee, is hereby revised to increase the estimated cost, maximum award Fee, and maximum performance incentive fee by \$21,015 (from \$ 65,872,054 to \$ 65,893,069), \$1,079 (from \$ 2,649,744 to \$ 2,650,823), and \$581 (from \$ 1,426,787 to \$ 1,427,368), respectively.

4. In addition, Attachment J-9, Performance Work Statements for IDIQ Task Orders, is hereby revised to include the PWS for the Payload Data Library (PDL) relocation effort as follows:

Per PWS 4.3 User Support Services – The contractor shall support the physical relocation of the Payload Data Library (PDL) from building 4207 to building 4663 (HOSC) and will re-configure HOSC networks to accommodate the PDL in the HOSC. The contractor shall provide network and security scans prior to moving PDL to 4663. The contractor shall provide sustaining support for network trouble shooting, access lists, and quarterly security and network scans.

5. Section B.7.1, IDIQ Task Order Performance Schedule, is hereby revised to include the performance schedule for the NTR system as follows:

<u>Calendar Year</u>	<u>Task Order</u>	<u>Period of Performance</u>	<u>Total Order Amount</u>	<u>Mod #</u>
2005	12 PDL Library	16 Dec 2005 – 31 Dec 2006	\$22,675	44
2007	12 PDL Library	1 Jan 2007-31 Dec 2007	\$9,283	44
2008	12 PDL Library	1 Jan 2008-31 Dec 2008	\$9,523	44

6. Therefore, the contract is changed in the following particulars: Clause B.2, Estimated Cost, Award Fee and Performance Incentive Fee, is hereby deleted in its entirety and the revised clause B.2, shown on enclosed replacement pages B-1 through B-2A, is substituted in lieu thereof. Clause B.7.1, IDIQ Task Order Performance Schedule, is hereby deleted in its entirety and the revised clause B.7.1, shown on enclosed replacement page B-6A, is substituted in lieu thereof. Attachment J-9, Performance Work Statements for IDIQ Task Orders, is hereby deleted in its entirety and the revised Attachment J-9, shown on enclosed replacement page J-9-1, is substituted in lieu thereof.

7. In order to implement the contract changes resulting from this modification, the page (s) listed below is added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A, B-6A	B-1, B-2, B-2A, B-6A
Attachment J-9, Performance Work Statements for IDIQ Task Orders	J-9-1	J-9-1

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract
Change Identification

Modification 44

Contractor
Proposal Number

Proposal No. 05-08-243/ECP No. 02-2005
dated October 26, 2005

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$65,893,069. The maximum award fee is \$2,650,823. The maximum performance incentive fee is \$1,427,368. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$69,865,255.

(b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$65,893,069	\$2,650,823	(\$63,710)	\$1,427,368	(\$42,295)	\$69,865,255

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$20,701,253	\$827,624	TBD	\$445,644	TBD	\$21,974,521
Option 2 (1/1/08 – 12/31/08)	\$20,861,538	\$835,827	TBD	\$450,061	TBD	\$22,147,426

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,064	\$236,096
01/01/06-06/30/06	5	\$418,360	\$235,719
07/01/06-12/31/06	6	\$418,360	\$235,718
01/01/07-06/30/07	7	\$413,812	\$222,822
07/01/07-12/31/07	8	\$413,812	\$222,822
1/01/08-06/30/08	9	\$417,914	\$225,031
07/01/08-12/31/08	10	\$417,914	\$225,031
		\$4,314,274	\$2,323,074

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	<u>\$ 420,299</u>	<u>\$ 9,147</u>
Total	\$1,331,329	\$63,710

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	<u>\$ 199,391</u>	<u>\$ 42,295</u>
Total	\$ 677,540	\$ 42,295

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

B.7.1 IDIQ Task Order Performance Schedule

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21 Jan 2004 – 31 May 2004	\$399,826	3
2004	01/Revision A	21 Jan 2004 – 05 July 2004	n/a	9
2004	02 TD04c-01	5 April 2004 – 31 July 2004	\$22,814	12
2004	03 2 nd Gen.	19 July 2004 – 23 July 2004	\$4,687	13
2004	04 TD-03,04,06	1 Jan 2004 – 31 Dec 2004	\$110,300	17
2004	05TD-02,05	17 May 2004 – 30 Sept 2004	\$59,416	17
2004	06 2Yr NRT	1 Jan 2004 – 30 Sept 2004	\$263,869	22
2004	07 IDEA, MOVE, Shuttle Area Additions	15 Oct 2004 – 31 Dec 2004	\$98,558	24
2004	08 MOVE Early FY05	1 Oct 2004 – 31 Dec 2004	\$77,303	24
2004	09 EPIC FY05 Procurements	13 Dec 2004 – 31 Dec 2008	\$194,753	25
2005	10 Agency Wide MOVE	1 January 2005 – 31 Dec 2005	\$170,798	27
2006	10 Agency Wide MOVE	1 January 2006 – 31 Dec 2006	\$227,385	27
2007	10 Agency Wide MOVE	1 January 2007 – 31 Dec 2007 Option I	\$223,915	27
2005	11 NTR System	24 Oct 2005 - 31 Dec 2006	\$176,722	41
2005	12 PDL Library	16 Dec 2005 – 31 Dec 2006	\$22,675	44
2007	12 PDL Library	1 Jan 2007 – 31 Dec 2007	\$9,283	44
2008	12 PDL Library	1 Jan 2008 – 31 Dec 2008	\$9,523	44

Performance Work Statements not referenced in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

B.7.2 Special Threshold For Task Directives

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

B.8 IDIQ Schedule Of Rates

The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7, Task Ordering Procedure.

ATTACHMENT J-9**PERFORMANCE WORK STATEMENTS FOR IDIQ TASK ORDERS****TASK 06**

Per PWS 3.2.5.1 EHS Cost Savings Initiative and 4.7.1 Specific Mission Support, the NRT data storage capability will be increased to hold a minimum of 2-Years of down-linked telemetry, with significant expansion room to hold additional data as the ISS grows. The 2-Year NRT project will also enhance the user's ability to retrieve data sets by simplifying the process for requesting archived data and by decreasing data retrieval time. Note that the NRT system does not process or store Ku-Band payload science data. This data is stored and made available to users by the Payload Data Services system (PDSS).

TASK 08

Per PWS 3.1.1 System Engineering

Identify and analyze MSFC requirements for the NASA voice switch enhancement project and prepare the specification and other necessary procurement documentation.

Task 10- Agency Wide Mission Voice Switch Systems Replacement (MOVE) ECR HM 3107

Per PWS 2.1 Contract Management, 3.1.1 System Engineering and 4.4 HOSC Mission Services Support the HQ Project, to capture MSFC requirements and build project procurement specifications. Following contract award, generate Purchase Orders (POs); receive, install, test, train, and cutover/transition to new voice system. Included in the HQ Project-level activities are Center-specific tasks; System Requirements Review (SRR), Product Design Review (PDR), System Design Review (SDR), and Critical Design Review (CDR) activities. Additionally, MSFC is tasked with site preparations for new Switch delivery, which includes any facility mods, transition hardware and strategy, documentation updates, and vendor site surveys.

Task 11- NASA Technology Refresh Systems (NTR) ECP 01-2005 HM 3130 ECR HOSC -04-034

Per PWS 3.1.4 – Network Engineering, the contractor will provide the support required to accommodate the new NASA Technology Refresh systems to the HOSC. The proposed support includes cable installation, cutover/validation support and removal of legacy network interfaces and equipment.

Task 12- Per PWS 4.3 User Support Services – The contractor shall support the physical relocation of the Payload Data Library (PDL) from building 4207 to building 4663 (HOSC) and will re-configure HOSC networks to accommodate the PDL in the HOSC. The contractor shall provide network and security scans prior to moving PDL to 4663. The Contractor shall provide sustaining support for network trouble shooting, access lists, and Quarterly Security and network scans.